

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 2-19-03

Division: Growth Management

Bulk Item: Yes ☒ No ☐

Department: Marine Resources

AGENDA ITEM WORDING: Approval to waive bidding policies and procedures and of the Contract Agreement between Monroe County and Arnold's Auto and Marine Repair, Inc. for the removal of selected derelict vessels located off of the lower Keys.

ITEM BACKGROUND: There were additional vessels remaining in the lower Keys that needed to be removed. The Contractor agreed to remove the additional vessels for the low bid price of \$44.52 per linear foot including all phases of removal and disposal. They were also available immediately.

PREVIOUS RELEVANT BOCC ACTION: Contract with Arnolds' Auto & Marine Repair approved 1-17-02, Amendment One approved 7-17-02, Amendment Two approved 9-18-02.

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS Approval

TOTAL COST: \$13,044.36

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: Staff Time Only

FUNDING SOURCE: BIF

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER:** MO \$ _____ YR \$ _____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☒ RISK MANAGEMENT ☒

DIVISION DIRECTOR APPROVAL: _____


Timothy J. McGarry, AICP

DOCUMENTATION: INCLUDED ☒ TO FOLLOW ☐ NOT REQUIRED ☐

DISPOSITION: _____

AGENDA ITEM #: 221

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Arnold's Auto & Marine Repair, Inc. Contract # _____
 Effective Date: _____
 Expiration Date: 3-31-03
 Contract Purpose/Description:
Removal of Derelict Vessels, Lower Keys.

Contract Manager: Kim McGee 3911 Marine Resources-
 (Name) (Ext.) (Department/Stop #)
Marine Projects Section #9
 for BOCC meeting on 2-19-03 Agenda Deadline: 2-5-03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 13,044.36 Current Year Portion: \$ \$13,044.36
 Budgeted? Yes ☒ No ☐ Account Codes: 157 - 62600 530 340-
 Grant: \$ BIF _____
 County Match: \$ N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A /yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/10/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/10/03</u>
Risk Management		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Gunhan</u>	<u>2/3/03</u>
O.M.B./Purchasing	<u>1/28/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-28-03</u>
County Attorney		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley Barker</u>	<u>2-6-03</u>

Comments: Agenda needs to specifically state that this requires the board to waive their policy on bidding of NOT RECTED AGENDA
RD ITEM SUMMARY SHEET
Need new COI prior to commencing work - Certificates

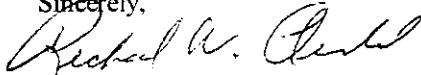
**ARNOLD'S
AUTO & MARINE REPAIR, INC.
5540 3rd Ave., Stock Island
Key West, Fl 33040**

Kim McGee
Marine Projects Coordinator
5503 College Rd., Suite 201
Key West, Fl 33040

Dear Mrs. McGee,

We agree to remove and legally dispose of all vessels listed in Exhibit A for original contract price of \$44.52 per linear foot.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard W. Arnold Sr.", written in dark ink.

Richard W. Arnold Sr.
Owner

CONTRACT AGREEMENT

AGREEMENT, MADE THIS _____ day of _____ 2003, by and between, **Arnold's Auto and Marine Repair, Inc.** ("Contractor"), and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, of the County of Monroe, State of Florida ("Board").

The Contractor and the Board, for the consideration named agree as follows:

1. The Contractor shall furnish all the materials and perform all the work as required by the Specifications for the removal and legal disposal of selected derelict vessels listed in Exhibit A.
2. The work to be performed under this contract must be completed by March 31, 2003.
3. The Contractor understands the rules of the Florida Department of Environmental Protection and shall comply with those rules, along with the rules and procedures instituted by the Board to ensure an orderly progress to the project. Both the intent and the requirements of the Specifications, attached as Exhibit B, are understood by the Contractor.
4. The Board shall pay the Contractor \$ 44.52 per linear foot for the removal and legal disposal of derelict vessels listed in Exhibit A. Total project cost \$13,044.36. Payment will be upon completion of work by the Contractor and review and approval by the Marine Projects Coordinator.
5. The attached Exhibit A, Specifications, and the Monroe County Insurance Requirements together with this Agreement, form the Contract. They are fully a part of this Contract as if repeated herein verbatim.
6. The Contractor covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners from any and all claims for bodily injury (including death),

personal injury and property damage (including property owned by the County) and other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor (s) in any tier, their employees or agents. The purchase of the insurance required in paragraph 11 does not vitiate this indemnification provision.

7. The Contractor agrees to supply the County with a set of photographs of each vessel in all phases of the removal and disposal process. The Contractor will be responsible for the camera, film, and development costs.

8. The Contractor must inform the County and the Florida Fish & Wildlife Conservation Commission prior to initiation of work.

9. The parties agree that a timely performance of this agreement is essential due to possible damage to the natural resources, hazards to navigation, or threats to human health and welfare. Therefore, the parties agree that the Contractor shall be liable to the Board for \$100 per day of liquidated damages for each day after 3-31-03 that the Contractor's obligations under this agreement remain unperformed. The parties agree that such amount is by the way of compensatory damages and does not constitute a penalty.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol and drug free work environment.

11. The Contractor will be responsible for all necessary insurance coverage as indicated by an "X" on the attached forms identified as INSCKLST 1-4, as further detailed on forms VL1, WC1, WCJA, GL1, WL1, & POL1 attached as Exhibit C. All policies must list Monroe County as additional insured with the exception of the Worker's Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-

1990. For breach or violation of this provision, the owner may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF each party hereto have executed this Agreement the day and year first written above.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Witness: Danny L. Kolhage

Business Name: ARNOLD'S AUTO AND REPAIRS, INC.

Witness: R. M. Lee

By: Richard W. Arnold

Title: OWNER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WOLFE
DATE 1-28-03

EXHIBIT A

3685	25'	\$1,113.00
3640	18'	801.36
3694	13'	578.76
3646	18'	801.36
3728	32'	1,424.64
3729	24'	1,068.48
3663	24'	1,068.48
3222	42'	1,869.84
3651	30'	1,335.60
3675	20'	890.40
3669	24'	1,068.48
3653	23'	1,023.96